

EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
KNOXVILLE DIVISION**

WORLDWIDE INTERACTIVE NETWORK, INC.,

Plaintiff,

v.

CHMURA ECONOMICS & ANALYTICS, LLC,

Defendant.

Case No. 3:09-CV-00121
Phillips/Guyton

AFFIDAVIT OF JOHN G. BROCK, ESQ.

I, John G. Brock, declare and state under the penalty of perjury the following:

1. I am a corporate legal attorney for Worldwide Interactive Network, Inc. (hereinafter "WIN").

2. It is my understanding and belief that on or about September 14, 2006, WIN and Chmura Economics & Analytics, LLC (hereinafter "CEA") entered into an agreement whereby, among other things, CEA agreed to develop and maintain a server-based economic, education, and workforce development tool, referred to as JobsEQ, for WIN's use and promotion.

3. CEA alleged that it is the owner of United States Patent Number 7,480,659 issued to Chmura et al. on January 20, 2009 (hereinafter "the '659 patent").

4. CEA alleged that certain of the underlying technology of JobsEQ is protected by the '659 patent.

5. In 2008, the business relationship between WIN and CEA began to deteriorate, and WIN and CEA began adversarial negotiations in an attempt to resolve disputes related to the parties' agreement. I represented WIN during parts of these negotiations beginning in December 2008.

6. It is my understanding and belief that in view of the failing business relationship between WIN and CEA, WIN contracted with Iradix, LLC (hereinafter "Iradix") to independently develop a server-based economic, education, and workforce

development tool to replace JobsEQ. It is also my understanding and belief that the server-based development tool developed by Iradix is owned solely by WIN. This server-based development tool is hereinafter referred to as WIN's server-based development tool.

7. During the course of the above-discussed negotiations between WIN and CEA, the parties attempted to negotiate a Settlement Agreement and Mutual Release, the terms of which were never agreed upon. During such negotiations, legal counsel for CEA, namely Genevieve Dybing of McCandlish Holton, P.C., expressed CEA's belief and concern that WIN was claiming ownership of CEA's intellectual property in the marketplace. Ms. Dybing also expressed CEA's belief and concern that WIN was reverse engineering JobsEQ and developing a server-based economic, education, and workforce development tool to replace JobsEQ which possibly infringed CEA's intellectual property rights. Because of this, according to Ms. Dybing, CEA was insisting that the Settlement Agreement and Mutual Release contain language that made it a violation of CEA's intellectual property rights to reverse engineer any of CEA's products. In an email, a copy of which is attached hereto as EXHIBIT A, Ms. Dybing said that if there was an undue delay in resolving CEA's fears of intellectual property infringement and other matters, CEA "will need to explore other means of resolving its concerns."

8. Ms. Dybing's comments and positions during the course of the negotiations suggested that CEA would initiate immediate legal action against WIN to enforce the '659 patent when WIN introduced its server-based development tool to the market.

9. As a result, it was my belief that CEA would initiate legal action against WIN to enforce the '659 patent when WIN introduced its server-based development tool to the market.

John G. Brock

John G. Brock, Esq.
Gentry, Tipton & McLemore, P.C.

IN THE COUNTY OF Knox

STATE OF Tennessee

I hereby certify that before me personally appeared JOHN G. BROCK, personally known by me, who then and there was duly sworn by me, and under oath acknowledges that the foregoing instrument was duly signed, sealed and delivered by him on the date appearing at the foot thereof, all of which took place within my jurisdiction.

Marlene K. Webb

Notary Public

My Commission Expires: 3-9-2011

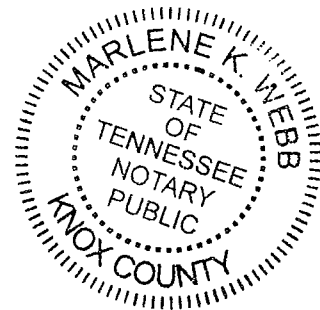


EXHIBIT A

From: Gen Dybing (gdybing@lawmh.com)
Sent: Fri 1/16/2009 03:37 PM
Rcvd: Fri 1/16/2009 03:40 PM
To: John G. Brock (jgb@tennlaw.com)
CC: Chris Chmura (chris.chmura@chmuraecon.com)
Subject: Settlement Agreement

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John,

I am writing to express my client's dissatisfaction at the pace of the settlement process. We had expected to receive something from you this past Tuesday which seemed to have given ample time, but nothing has arrived. I called you this morning to ask you about the status and would appreciate a response. I assume you are out of the office, but am calling this to your attention because of its importance to Chmura.

As I mentioned when we discussed this, Chmura expects that a number of issues will be addressed during this process, including, among other things, any confusing marketing that WIN may be doing, the possibility of intellectual property infringement, and the payment under the South Carolina license. I fully expect to modify your settlement agreement once I receive it. If the drafting process is going to unduly delay resolving these matters, then Chmura will need to explore other means of resolving its concerns.

I'll look forward to hearing from you and to receiving your draft.

Gen

Gen Dybing

Attorney

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